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Inc.; InterDigital Technology Corporation; IPR  
Licensing, Inc.; and InterDigital Patent Holdings,  
Inc.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

ASUS COMPUTER INTERNATIONAL; and  
ASUSTEK COMPUTER INCORPORATED,

Plaintiffs,

vs.

INTERDIGITAL, INC.; INTERDIGITAL  
COMMUNICATIONS, INC.; INTERDIGITAL  
TECHNOLOGY CORPORATION; IPR  
LICENSING, INC. and INTERDIGITAL  
PATENT HOLDING, INC.,

Defendants.

Case No. 5:15-cv-01716 BLF

**STIPULATION AND ~~PROPOSED~~  
ORDER TO DISMISS WITHOUT  
PREJUDICE PORTIONS OF EACH OF  
CLAIMS I-VI AND VIII PERTAINING TO  
INTERDIGITAL'S ALLEGED  
OBLIGATIONS AND ACTIVITIES  
INVOLVING IEEE**

WHEREAS, on April 15, 2015, Plaintiffs ASUS Computer International and ASUSTeK Computer Incorporated (collectively, “Asustek”) filed a complaint in this Court against Defendants InterDigital, Inc.; InterDigital Communications, Inc.; InterDigital Technology Corporation; IPR Licensing, Inc.; and InterDigital Patent Holdings, Inc. (collectively, “InterDigital”) asserting seven (7) claims in Counts I-VII (“Complaint”);

WHEREAS, on August 8, 2016, Asustek amended its Complaint, asserting Counts I-VI and VIII and indicating that Count VII would be resolved in the parties’ then-pending arbitration (“Amended Complaint”);

WHEREAS, each of Counts I-VI and VIII of the Amended Complaint includes allegations pertaining to InterDigital’s patent portfolio and alleged obligations and activities involving two standard setting bodies: the European Telecommunications Standardization Institute (“ETSI”) and the Institute of Electrical and Electronics Engineering Standards Association (“IEEE”); and

WHEREAS, the parties seek to remove from this lawsuit all issues relating to IEEE 802 patents and/or Asustek’s standalone IEEE 802 products while preserving any and all rights to assert any claims or defenses relating to IEEE 802 standards, patents and products.

NOW, THEREFORE, IT IS HEREBY STIPULATED by and between the parties as follows:

1. The parties hereby stipulate to dismissal without prejudice of those portions of each of Counts I-VI and VIII in the Amended Complaint seeking relief for InterDigital’s alleged obligations and activities associated with IEEE 802 standards, patents and products.
2. The parties reserve all rights to assert any claims or defenses related to InterDigital’s alleged obligations and activities associated with IEEE standards.
3. The parties further stipulate that neither party can use this stipulation, any order resulting therefrom, or the pleadings or discovery responses in this action, in any future dispute relating to IEEE 802 standards, patents or products, whether to support any infringement allegation (including willfulness), any claim or defense related to breach of alleged obligations and activities associated with IEEE standards, or for any other purpose.
4. The parties further stipulate that each side shall bear its own costs with respect to the portions of claims dismissed by this stipulation.

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Respectfully submitted,  
  
SIDLEY AUSTIN LLP

Dated: March 22, 2018

By: /s/ Brian Nester  
Brian Nester

Attorneys for Plaintiffs  
*ASUS COMPUTER INTERNATIONAL, and*  
*ASUSTEK COMPUTER INCORPORATED*

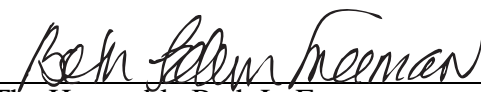
WILSON SONSINI GOODRICH & ROSATI

By: /s/ Michael Levin  
Michael Levin

Attorneys for Defendants  
*InterDigital, Inc.; InterDigital*  
*Communications, Inc.; InterDigital*  
*Technology Corporation, IPR Licensing, Inc.;*  
*and InterDigital Patent Holdings, Inc.*

**PURSUANT TO STIPULATION, IT IS SO ORDERED.**

Dated: March 23, 2018

  
The Honorable Beth L. Freeman  
United States District Judge